

It further appears, that in January, 1822, Edward R. Gibson sold and conveyed to Fayette Gibson, the portion of "Marengo," devised to him, Edward, by the said testator, for the sum of \$22,340, and that to secure the payment of \$9000, part of the said purchase money, Fayette executed to the vendor a mortgage of the same property the day following.

At the sale made by the trustee in McCormick's case, before mentioned, the bank became the purchaser of that part of "Marengo" which had been devised to Edward R. Gibson, containing five hundred and twenty-five acres, at twenty dollars per acre, and one Charles Wright became the purchaser of that part of the same tract which was devised to Frances Gibson, the present Mrs. Tilton, containing two hundred and odd acres, at twenty dollars and seventy-five cents per acre.

The bank, subsequently, in July, 1839, sold a portion of the land purchased by it at the trustee's sale, to Kennedy R. Owen, for the sum of \$7,723 47, of which there remained due, the sum of \$6,853 14, on the 25th of September, 1846, with interest from that day. It was in evidence, that on the day after the bank purchased as aforesaid, it rented the land to Fayette Gibson, at a rent equivalent to the interest on the whole amount then due on the mortgage, which was \$13,739 55, of which Gibson paid the two quarters rent, ending on the 28th September, 1839; since which time he has paid nothing, though he continued in the possession and enjoyment of the property constantly, until the day of his death, early in the present year. The bill in this case was filed by Mrs. Rebecca Gibson, on the 10th of June, 1846, and upon the allegation that the annuity bequeathed to her by the testator, was a charge upon the lands devised to Edward R. and Fayette Gibson, the parties by whom it was to be paid, prays that said lands may be decreed to be sold, subject to her habitation rights, and privileges connected therewith, for the payment thereof, with all arrearages that have accrued thereon, with interest, and that the residue of the proceeds of sale may be set apart and invested, to secure the payment of the said annuity for the future.

The bill alleges, that the complainant, by surrendering her